

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GEM GLOBAL YIELD FUND LIMITED,

Plaintiff,

-against-

EOS PETRO, INC.,

Defendant.
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Index No.: 17-CV-02453 (VSB)

AMENDED COMPLAINT

Plaintiff Gem Global Yield Fund Limited brings this action against EOS Petro, Inc. and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this breach of contract action to recover \$4,000,000 owing from Defendant.

THE PARTIES

2. Plaintiff Gem Global Yield Fund Limited (“GEM”) is a corporation formed under the laws of the West Indies with its principal place of business at 590 Madison Avenue, 36th Floor, New York, NY 10022.

3. Defendant EOS Petro, Inc. (“EOS”) is a corporation formed under the laws of the state of Nevada with its principal place of business at 1999 Avenue of the Stars, Suite 2520, Los Angeles, CA 90067.

VENUE AND JURISDICTION

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because there is complete diversity between the parties.

5. The parties agreed to submit to the jurisdiction of the United States District Courts in the state of New York.

6. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b)(3).

FACTUAL ALLEGATIONS

7. On or about July 11, 2013, GEM and EOS entered into a common stock purchase agreement.

8. Under the agreement, EOS was to pay GEM, or third-party GEMIA, INC., a \$4,000,000 structuring fee no later than January 11, 2015.

9. GEM performed all of its obligations under the agreement.

10. On or about August 31, 2016 GEM presented the \$4,000,000 account to EOS and duly demanded payment.

11. EOS did not object to this account.

12. EOS has failed to pay GEM any portion of the structuring fee.

13. As a result EOS has breached the common stock purchase agreement.

FIRST CAUSE OF ACTION (Breach of Contract)

14. Plaintiff repeats paragraphs 1 through 13.

15. Defendant is in breach of their agreement with Plaintiff to pay Plaintiff its fees as a result of the above-described agreement. By virtue of said breaches of contract, Defendant is liable to Plaintiff for damages in an amount to be determined at trial or during discovery, but believed at present to be not less than \$4,000,000, together with actual attorney's fees, costs, disbursements, and such other relief as this Court deems just and proper.

SECOND CAUSE OF ACTION (Account Stated)

16. Plaintiff repeats paragraphs 1 through 15.

17. Plaintiff submitted to Defendant an account which was obtained with objection, thus creating an account stated. Therefore, Defendant is liable to Plaintiff for damages in an amount to be determined at trial or during discovery, but believed at present to be not less than \$4,000,000, together with actual attorney's fees, costs, disbursements, and such other relief as this Court deems just and proper.

WHEREFORE, the Plaintiff demands judgment against Defendant (i) in the amount of \$4,000,000, with prejudgment interest from January 11, 2015, interest from the date of the judgment or (ii) in the amount of \$4,000,000, made payable to GEMIA, Inc. with prejudgment interest from January 11, 2015, interest from the date of the judgment in accordance with law, costs, and such other relief as the court deems proper.

Dated: New York, New York
December 4, 2017

Respectfully Submitted

/s/Henry Bell
By: Henry Bell
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New York, NY 10017
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